

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

CIVIL REVISION APPLICATION No 629 of 1999

with

CIVIL REVISION APPLICATION No 630 of 1999

For Approval and Signature:

Hon'ble MR.JUSTICE S.K.KESHOTE

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1. Whether Reporters of Local Papers may be allowed : NO
to see the judgements?
 2. To be referred to the Reporter or not? : NO
 3. Whether Their Lordships wish to see the fair copy : NO
of the judgement?
 4. Whether this case involves a substantial question : NO
of law as to the interpretation of the Constitution
of India, 1950 of any Order made thereunder?
 5. Whether it is to be circulated to the Civil Judge? : NO

MINI TRANSPORT COMPANY

Versus

CENTRAL BANK OF INDIA

Appearance:

MR JR SHAH for Petitioners

MS NAMRATA PATEL for MR RK MISHRA for Respondent

CORAM : MR.JUSTICE S.K.KESHOTE

Date of decision: 02/03/2000

ORAL JUDGEMENT

#. In the first revision application, the judgment

debtors challenged the order of the executing court dated 23rd September, 1998, under which the Jangam Warrant for recovery of Rs.2,51,920/= has been issued. Second revision application is filed against the order of the executing court dated 2.4.99 under which the review application filed by petitioner for review of that order came to be rejected.

#. The dispute which arises in the execution is only for interest which is calculated by the judgment creditor from the date of suit till the date of decree, pendente-lite interest. The learned counsel for the petitioners contended that the learned trial court has not awarded any interest pendente-lite in suit. He read out the operative part of the judgment of the learned trial court which is reproduced in the revision application at page No.8. That order reads as under:

The suit is allowed. The defendant are jointly and severally liable to pay an amount of Rs.1,54,000/= to the plaintiff. The plaintiff, however, to recover this amount out of the amount that may be awarded by the United India Insurance Company Limited joined as party garnishee below application for interim injunction exh.6 in this case in connection with the claim in relation to the vehicle no.G.H.T. 8948 and on receiving the amount if any balance may remain same may be given to defendants nos.1 to 3 in this case and in case even after recovery of the amount of out of the compensation awarded by the Insurance company limited, the remaining balance be recovered from the defendants with interest at the rate of 14% p.a. beginning from 3 months subsequent to the amount of the recovery from the award of the insurance company. The defendants to pay proportionate costs to the plaintiff i.e. on the amount found due to be recorded. Decree, accordingly shall be drawn up.

#. The learned executing court has not committed any illegality whatsoever in holding that the judgment creditor is entitled for pendente-lite interest. From the decree, I find that the amount of compensation has to be adjusted against decree and the balance has to be recovered by the judgment creditor. Facility has been provided to the judgment debtor to make payment of the remaining amount after three months of the recovery of the amount of compensation. The decree has correctly been interpreted and it is very clear that this pendente lite interest has been awarded at the rate of 14% p.a.

and rightly the judgment creditor has calculated this amount of interest. It is the decree of the bank against the petitioners for recovery of loan advanced to them for purchase of vehicle and in case such a contention is accepted it will affect the public at large. It is not the case of petitioners that in the summary suit the bank has not claimed pendente-lite interest. The decree spells out clearly that decretal amount has to be recovered from the amount of compensation, the balance if any remains has to be recovered with interest at the rate of 14% p.a.. This clearly indicates that the court has awarded pendente-lite interest in favour of the judgment creditor. The order of the court below challenged in this revision application is perfectly legal and justified. In the result, civil revision application No.629 of 1999 fails and the same is dismissed. As a result of dismissal of this revision application, the second revision application in fact, has become infructuous or otherwise does not survive and the same is also dismissed. Rule discharged in both civil revision applications. Interim relief, if any, granted in the matters stand vacated. No order as to costs.

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(sunil)